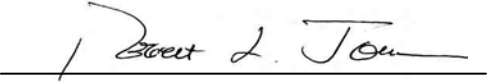


U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET



The following constitutes the ruling of the court and has the force and effect therein described.



United States Bankruptcy Judge

Signed May 14, 2011

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
ABILENE DIVISION

IN RE:	§	
MILES ADAMS AND	§	CASE NO. 08-10077
STACY LAWANZER ADAMS	§	
DEBTORS	§	
=====	§	CHAPTER 13

**AGREED ORDER CONDITIONING VANDERBILT MORTGAGE
AND FINANCE, INC.'S MOTION FOR RELIEF FROM THE STAY (Docket no. #72)**

The Court having considered **VANDERBILT MORTGAGE AND FINANCE, INC.'S** Motion For Relief From Stay in this case, finds that:

1. Vanderbilt Mortgage and Finance, Inc. filed its Motion For Relief From Stay in this proceeding requesting from this Court to enter an Order Terminating the Automatic Stay provided for under Section 362 and Section 1301 of the Bankruptcy Code in order to permit the Movant to exercise its contractual rights against the Debtors **MILES ADAMS AND STACY LAWANZER ADAMS**, and the

collateral in Debtors' possession, a 1998 Rio Vista Manufactured Home bearing Serial Number CW2003976TXAB ("Collateral"), pursuant to the terms and provisions of the Retail Installment Contract-Security Agreement dated November 12, 1999, a copy of which is attached to Movant's Motion For Relief From Stay on file with this Court.

2. Debtors currently owe \$551.13 for the May 1, 2011 payment due and owing under the terms of the Debtors' Chapter 13 Bankruptcy Plan and Contract.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Section 362 and 1301 automatic stay shall remain in effect subject to the following terms and conditions:

- a) **Modify Plan.** Debtors agree to file a motion to modify their Chapter 13 Bankruptcy Plan to include the \$551.13 arrearage for the May 1, 2011 payment within thirty (30) days of entry of this Agreed Order which must then be approved by the Court. If the Court denies the motion to modify, the Section 362 and 1301 automatic stay shall lift without further Court order. In the event that the Debtors provide Movant adequate proof of payment of any part of the debt constituting the current arrearage, Movant shall credit such payment to Debtors' account, and the amount due and owing for the arrearage shall be reduced accordingly.
- b) **Direct Pay.** Debtors also agrees to begin making regular monthly payments beginning on or before June 1, 2011, and continuing thereafter on or before the 1st of each month to Movant as required under the terms of the Contract and Debtors' Chapter 13 Bankruptcy Plan. Debtors shall make such payments to Movant directly at P.O. Box 9800, Maryville, Tennessee 37802.
- c) **Trustee Payments.** The Debtors shall remit all payments required by their Chapter 13 Plan ("Plan"), to the Trustee on or before the date such payments are due. The Debtors shall not be considered current with his payment to the Trustee unless money paid to the Trustee is at least the amount called for by the Plan.
- d) **Insurance.** The Debtors shall maintain insurance on the Collateral as required by the Manufactured Home Retail Installment Contract signed by the Debtors; the insurance shall be maintained until Vanderbilt's allowed secured claim is paid in full; the insurance shall name Vanderbilt as loss payee/lienholder on the Collateral or otherwise indicate Vanderbilt's interest in the Collateral. In the event of any change, cancellation, or substitution of insurance coverage on the Collateral, the Debtors shall immediately deliver to Vanderbilt at P.O. Box 9800, Maryville, Tennessee 37802, proof of valid insurance coverage on the Collateral by declaration page or binder that complies with the coverage requirements of the Contract

before any cancellation or lapse in such coverage. Should the Debtors default and fail to cure such default as provided in Subsection e. below, the automatic stay shall terminate without further order of this Court in all respects as to the Collateral, Vanderbilt, its agents and assigns; and Vanderbilt, its agents and assigns, thereafter shall have all rights accorded under the Contract and state law in order to take any actions permitted thereunder with respect to the Collateral, but not against the Debtor.

- e) **Default/Cure Period.** Should the Debtors fail to make payments ordered herein or should the Debtors fail to take any other action ordered herein (including any insurance obligation), Vanderbilt shall provide the Debtors with written notice of the Debtors' default (the "Bankruptcy Notice of Default") by first class mail and certified mail, return receipt requested to the Debtors at 2350 Bishop Rd., Lot 5, Abilene, Texas 79606 and Debtors' counsel at Monte J. White & Associates, P.C., 402 Cypress, Suite 310, Abilene, Texas 79601; should the Debtors fail to cure the specified default on or before ten (10) days after the Bankruptcy Notice of Default is postmarked, or upon the third default hereunder (without any notice being required to be sent to the Debtors upon the third default), the automatic stay provided in 11 U.S.C. §362 shall terminate without further order of this Court in all respects as to the Collateral and Vanderbilt, its agents and assigns; and Vanderbilt, its agents and assigns, thereafter shall have all rights accorded under the Contract and state law in order to take any actions permitted thereunder with respect to the Collateral; should the Debtors cure the default specified in the Bankruptcy Notice of Default within said ten (10) day period, the stay shall remain in effect subject to the terms of the Agreed Order.
- f) **Conversion or Dismissal.** The payment terms of this Chapter 13 Order shall not survive upon conversion to a Chapter 7 or dismissal of this case and Vanderbilt shall not be bound by the payment schedule in the event of conversion or dismissal.

End of Order###

AGREED AND ENTRY REQUESTED:

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